



Bed & Breakfast Policy

Axis Underwriting Services Pty Ltd

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Bed & Breakfast Policy

PRODUCT DISCLOSURE STATEMENT

THE PURPOSE OF THIS PDS

This Product Disclosure Statement (PDS) contains important information required under the Financial Services Reform Act 2001. It has been prepared to assist you in understanding the insurance policy and making an informed choice about your insurance requirements.

The PDS sets out the significant features, benefits and risks of this policy. You still need to read the policy wording for a full description of the terms, conditions and limitations.

WHO IS THE INSURER

The Insurers of the Policy are certain Underwriters at Lloyd's.

You can contact Insurers through their appointed Coverholder Axis Underwriting Services Pty Ltd.

- by telephone on 03 8660 7000
- by facsimile on 03 8660 7020
- by e-mail at info@axisunderwriting.com.au
- by writing to Axis at Level 5, 90 Collins Street, Melbourne VIC 3000

or by contacting Lloyd's Australia on the contact numbers shown in the Lloyd's Certificate of Insurance on Page 3.

COOLING OFF PERIOD

We will refund the entire premium paid for cover under this insurance policy if you cancel the policy within 20 days of its commencement. To do this, you must advise us in writing and return the Schedule to Axis Underwriting Services Pty Ltd. You will not receive a refund if you have made a claim under the insurance policy.

SIGNIFICANT FEATURES AND BENEFITS

- ◆ ACCIDENTAL DAMAGE COVER
- ◆ NEW FOR OLD COVER FOR BUILDINGS AND CONTENTS
- ◆ NO CO-INSURANCE PENALTY FOR UNDER INSURANCE
- ◆ TEMPORARY REMOVAL OF CONTENTS TO ANYWHERE IN THE WORLD (SOME LIMITATIONS APPLY)
- ◆ UNSPECIFIED VALUABLES COVER \$2,500 ANY ONE ITEM AND \$7,500 OR 20% OF CONTENTS SUM INSURED
- ◆ FLOOD DAMAGE TO CONTENTS \$10,000
- ◆ FROZEN FOOD \$ 1,000
- ◆ BED & BREAKFAST GUEST PROPERTY \$ 5,000
- ◆ BUSINESS TOOLS AND EQUIPMENT \$2,500

SIGNIFICANT RISKS

- ◆ **ADEQUATE SUMS INSURED.** IN THE EVENT OF A MAJOR LOSS YOUR SUMS INSURED SHOULD BE SUFFICIENT TO ALLOW FOR REPLACEMENT OF YOUR PROPERTY
- ◆ **POLICY LIMITS .** LIMITS APPLY TO SOME ITEMS, YOU SHOULD READ THE POLICY WORDING SO YOU ARE AWARE OF THE LIMITS WHICH MAY APPLY TO YOU
- ◆ **DISCLOSURE.** YOU HAVE CERTAIN DISCLOSURE OBLIGATIONS WHICH YOU MUST COMPLY WITH. IF YOU FAIL TO COMPLY WITH THESE OBLIGATIONS THERE MAY BE CONSEQUENCES FOR YOUR INSURANCE COVER OR IF YOU MAKE A CLAIM.
- ◆ **EXCESSES.** IF YOU MAKE A CLAIM UNDER THE POLICY YOU MAY BE REQUIRED TO PAY AN EXCESS. THE AMOUNT OF THE EXCESS WILL BE SHOWN ON THE SCHEDULE.

COSTS

The premium payable for this insurance will be shown on the Schedule.

We take into consideration a number of factors when setting our premiums. These can include factors relating to sums insured, type of property being insured, where it is located, the security of the property and the nature and type of valuables insured.

Premiums are subject to government taxes and/or charges, including Goods and Services Tax, stamp duty and fire services levy. The amount of these taxes and/or charges will be shown on your Schedule.

DISCLOSURE

You have certain disclosure obligations under the Insurance Contracts Act 1984 that you need to comply with. Failure to comply with these obligations may have consequences for you insurance cover or in the event that you make a claim. Your disclosure obligations and the consequences of not complying with these obligations are stated in the policy wording under "What You Must Tell Us", "What You Do Not Need To Tell Us" and "If You Don't Tell Us Something" on Page 4.

YOUR PRIVACY

We collect personal information from you for the purpose of providing you with insurance products, services and processing and assessing claims. You can choose not to provide this information, however we not be able to process your requests.

We may disclose information we hold about you to other insurers, an insurance reference service or as required by law. In the event of a claim, we may disclose information to and/or collect additional information about you from investigators or legal advisers.

DISPUTES

If you have a concern, complaint or dispute about the insurance policy Axis Underwriting Services Pty Ltd will try to resolve it immediately. If Axis is unable to resolve your concern you may have it reviewed by Lloyd's Underwriters General Representative in Australia. Details about the dispute resolution system are shown on the Lloyd's Certificate of Insurance on Page 3.

Bed & Breakfast Policy

RESIDENTIAL BED & BREAKFAST INSURANCE POLICY

LLOYD'S CERTIFICATE OF INSURANCE

effected through **AXIS UNDERWRITING SERVICES Pty Ltd** (hereinafter called the **Coverholder**)

This Certificate of Insurance confirms that in return for payment of the Premium shown in the Schedule, certain Underwriters at Lloyd's have agreed to insure You, in accordance with the wording attached to this Certificate.

You or Your representative can obtain further details of the syndicate numbers and the proportions of this insurance for which each of the Underwriters at Lloyd's is liable by requesting them from the Coverholder. In the event of loss, each Underwriter (and their executors and administrators) is only liable for their own share of the loss.

In accepting this insurance, the Underwriters have relied on the information and statements that you have provided on the Proposal Form the date of which is stated in the Schedule. You should read this Certificate, Schedule and policy wording carefully and if it is not correct contact Your Broker or Axis Underwriting Services Pty Ltd. It is an important document and You should keep it in a safe place with all other papers relating to this insurance.

This Certificate is Insurance Council of Australia's General Insurance Code of Practice compliant, apart from any claims adjusted outside Australia. Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards and service in the general insurance industry. Any enquiry or complaint relating to this insurance should be referred to the Coverholder shown above in the first instance. If this does not resolve the matter or You are not satisfied with the way a complaint has been dealt with, You should write to:

Lloyd's Underwriters General Representative in Australia

Suite 2, Level 21 Angel Place
123 Pitt Street
Sydney NSW 2000
Telephone (02) 9223 1433
Fax (02) 9223 1466

If Your dispute remains unresolved You may be referred to the **Insurance Ombudsman Service Limited** under the terms of the General Insurance Code of Practice. For other disputes you will be referred to other proceedings for resolution. Details are available from Lloyd's Underwriters' General Representative in Australia at the address above.

The Underwriters accepting this insurance agree that;

- (i) if a dispute arises under this insurance it will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters General Representative in Australia

Suite 2, Level 21 Angel Place
123 Pitt Street
Sydney NSW 2000

- (iii) who has authority to accept service and to appear on the Underwriters' behalf;
- if a suit is instituted against any of the Underwriters all Underwriters participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this insurance **IMMEDIATE NOTICE** should be given to **AXIS UNDERWRITING SERVICES Pty Ltd**.

The Certificate is issued by the Coverholder in accordance with the authority granted to them by certain Underwriters at Lloyd's under the Agreement referred to in the Certificate.

IMPORTANT NOTICES

The Bed & Breakfast Insurance policy consists of this policy wording a Certificate and a **Schedule**. The **Schedule** will show **You** what:

1. Sections or Parts of Sections are in force.
2. Amounts of cover **You** have.
3. Is covered.
4. Extensions to Cover **You** have.
5. **Excess We** may have imposed.
6. **Endorsements We** may have imposed.

It is important that the Policy, **Schedule** and any **Endorsements** are read together. Please read them to make sure that they give **You** the protection that **You** want. If they do not meet **Your** needs, please contact Your Broker.

WHAT YOU MUST TELL US

This policy is subject to The Insurance Contracts Act 1984. Under that Act **You** have a Duty of Disclosure. This means **You** must tell **Us** anything you know, or should know, that could affect Our decision to insure **You** and/or the terms on which **we** insure **You**. **You** must do this when **You** apply for a policy, renew **Your** policy or when **You** change or reinstate **Your** policy. When **we** ask **You** specific questions, **You** must answer these questions truthfully and in a way that a reasonable person in the circumstances would answer them.

WHAT YOU DO NOT NEED TO TELL US

You do not have to tell **Us** anything:

- That reduces **Our** risk
- That is of common knowledge
- That **We** know, or should know as a normal part of **Our** business.
- If **We** waive **Your** Duty of Disclosure.

IF YOU DON'T TELL US SOMETHING

If **You** withhold relevant information or **You** do not answer **Our** questions honestly, **We** can reduce the amount **We** have to pay for a claim, or **We** can Cancel this policy. If **Your** failure to tell **Us** is fraudulent, or **Your** answers are untruthful, **We** can treat this policy as if it never existed.

IF YOU REDUCE OUR RIGHTS

We will not pay that part of a claim where **You** have agreed to limit or exclude **Your** rights to recover **Your** loss from another party.

PROVING YOUR LOSS

If **You** make a claim **We** will ask **You** to justify the amount claimed. **We** suggest that **You** keep all bills and receipts to make this task easy.

GOODS AND SERVICE TAX (GST)

This policy is subject to Goods and Services Tax:

1. by **You** in relation to premium
2. by **Us** in relation to claims depending on the type of claim.

AGREEMENT TO COVER YOU

OUR AGREEMENT TO COVER YOU

We agree to give **You** the cover that is shown in this policy and in the **Schedule**.

- 1) For each Section and Part of a Section that is shown as being chosen by **You** in the **Schedule**.
- 2) For the Period of Insurance that is shown in the **Schedule**.
- 3) When an event causing a claim takes place during the Period of Insurance for which **You** have paid or agreed to pay the premium.

Bed & Breakfast Policy

DEFINITIONS

In this policy and in the **Schedule** each word and phrase that is shown in **Bold** type has been given a special meaning. Those meanings are shown below.

We/Us/Our/Insurer	Certain Underwriters at Lloyd's whose names and the proportions underwritten by them will be supplied if requested.
Insured/You/Your(s)	The company or person(s) named in the Schedule as the Insured , their legal personal representatives and all members of their family and domestic partner(s) permanently residing with them.
Antique(s)	Antique furniture and rugs.
Bed and Breakfast Guest	A person who is a paying guest at the Bed and Breakfast establishment at the Situation
Buildings	The Home including interior decorations fixtures and fittings, outbuildings, garages, tennis courts, swimming pools, fuel storage tanks, septic tanks, ancillary structures, fixed jetties, fixed pontoons, exterior blinds and awnings, terraces, patios, paths, drives, walls, gates, fences and hedges situated at the location shown in the Schedule and all pipes, drains and cables serving the Buildings for which You are responsible.
Contents	i) General Contents ii) Specified a) Antiques b) Fine Arts c) Gold and Silver d) Personal Property
Credit Cards	Credit, debit, store, charge, cheque, bankers or cash dispenser cards issued in Australia.
Damage/ Loss	Physical Loss, Damage or Destruction.
Endorsement(s)	A variation to the terms and conditions of this insurance.
Excess	The amount shown in the Schedule You have to pay in respect of all claims.
Fees	i) Professional Fees , Architects, Surveyors, Consulting Engineers and or other legal Fees necessarily incurred in connection with repair, rebuilding or replacement of the Buildings . ii) The cost of removing debris, demolishing, shoring up or propping that are needed to rebuild Your Buildings . iii) Any additional costs to comply with any Government or Local Authority requirements.
Fine Art	Paintings and other works of art, statues, sculptures, porcelain, pottery, glass, and other collectibles.
Flood	The inundation of normally dry land by water escaping or being released from the normal confines of any natural water course, lake, reservoir, canal or dam.
General Contents	<ul style="list-style-type: none">• furniture and household goods;• clothing and personal effects• carpets, internal blinds and curtains. We will pay only in the room, hall or passage where the loss or damage occurs;• fixtures and fittings and decorations, radio and television aerials, satellite dishes, their fittings and masts whilst fixed to the Buildings, all belonging to You or for which You are legally responsible.

- computer systems and their accessories and photographic equipment and their accessories.
- **Watercraft** when not being used up to a maximum of \$5,000 any one claim.
- Unspecified **Antiques, Fine Arts, Gold and Silver**, and curios up to \$10,000 any one article and up to a maximum of 20% of the Contents Sum Insured for any one claim unless Specified
- Coin collections, stamp collections and firearms up to \$2,500 any one article, set or collection and a maximum of \$7,500 or 20% of the Contents Sum Insured whichever is the less for all articles, sets or collections.
- Unspecified Valuables up to \$2,500 any one article, set or collection and up to a maximum of 20% of the Contents Sum Insured whichever is the less for all articles, sets or collections.
When Unspecified Valuables are temporarily removed from the Situation payment is limited to \$2,500 any one article, set or collection and a maximum of \$7,500 or 20% of the Contents Sum Insured whichever is the less, for all articles, sets and collections.
- **Money** up to a maximum of \$500 any one claim.
- Office equipment used in connection with the Bed and Breakfast business at the situation
- Sporting and fishing equipment when not being used up to a maximum of \$7,500 any one claim
- Pedal cycles when not being used for racing or pacemaking up to a maximum of \$1,000 per pedal cycle.
- Mobile phones belonging to **You** or the Bed and Breakfast business but only whilst at the Situation, up to a maximum of \$1,000 any one claim.
- Credit card vouchers up to \$1,000 any one claim following burglary or theft following forcible and violent entry into the premises.

General Contents are not;

- *property more specifically insured by this insurance,*
- *birds, fish, livestock or animals*
- *aircraft, motor vehicles (other than domestic gardening equipment under 18hp or unregistered golf buggies), caravans, trailers or **watercraft** of any description or parts or accessories of these*
- *the structure of the Building or any part of it.*
- *Precious stones or unset gems*

Gold and Silver	Articles made from Gold and Silver . Gold and Silver plated items and other similar items. But excluding jewellery and watches.
Home	House(s) or self contained flat(s) and domestic outbuildings at the location shown in the Schedule used as a residence and Bed and Breakfast business .
Money	Cash, cheques, travellers cheques, money orders, bankers drafts, current postage stamps, saving stamps, certificates, share certificates, gift tokens, tickets with fixed monetary value and other negotiable documents belonging to You and held for private or charitable purposes.
Outdoor Property	Property suitable to be left out of doors.
Personal Property	Jewellery, watches, furs, guns, personal effects, baggage, clothing, photographic equipment, portable musical instruments, sports equipment, spectacles, pedal cycles and other similar items, all belonging to You or for which You are legally responsible. <i>But excluding property more specifically insured by this or any other insurance, livestock, aircraft, motor vehicles (other than domestic gardening equipment), caravans, trailers or watercraft of any description or parts or accessories of these or the structure of the Home or any part of it.</i>
Schedule	The part of this insurance which gives details of the Insured , the property and Sums Insured , the period of insurance, Endorsements which apply and the amount of any Excess You will have to bear.

Bed & Breakfast Policy

Situation	The address of the residential property shown in the Schedule where the Building and or Contents are located
Specified	Items individually insured and listed on the Specification .
Specification	This shows any individually insured items, together with the Sum Insured for each item and the Endorsement code if any, applying to any particular item.
Sum Insured	The amount that is shown in the Schedule . This is the most We will pay for; (1) Any one claim; and (2) All claims unless the amount has been reinstated.
Unoccupied	a) when the Home has not been lived in by You or any other person with Your permission for more than 30 consecutive days; or b) when the Home is insufficiently furnished for normal living purposes.
Watercraft	Any vessel or craft intended to float in or travel on or through the water: a) Which is not powered or powered by a motor of less than 10hp. b) Which is powered or designed to be powered by sail(s), paddle(s) or oar(s) including a surfboard, sailboard, surfski or kayak. c) Which does not exceed four metres in length. d) <i>But excluding any jetski</i>

GENERAL CONDITIONS

1. TAKING CARE

You must;

- a) take all reasonable steps to prevent **Loss, Damage** or injury, and maintain **Your** property in a good state of repair
- b) comply with all laws, by-laws regulations or ordinances
- c) maintain the security equipment installed at the **Home** in good working order.
- d) ensure that smoking is not permitted within the buildings

2. IF THINGS CHANGE

You must tell **Us** of all changes that may increase the chances of a claim. In particular **You** must tell **Us**, if:

1. There is a change in the:
 - a) Use of **Your Home Buildings**.
 - b) Use of a building that contains **Your** property.
 - c) Condition of **Your** property.
2. **You** keep **Your** property at a new place.
3. **You** alter, extend or renovate **Your Home Buildings**.

3. MAINTAINING YOUR SUMS INSURED

The **Sum Insured** under each Section must be maintained at full value, as defined below.

1) **Buildings**

sufficient to rebuild as new (including garages and outbuildings) plus the cost of Architects, Engineers, Surveyors and site clearance fees.

2) **General Contents**

be sufficient to replace as new

3) **Specified Fine Art and Antiques**

represent the current market value

4) **Specified Gold and Silver**

represent the current market value

5) **Specified Personal Property**

represent the current market value

6) **Unspecified Personal Property**

represent the maximum value of such items which may be outside the **Home** at any one time.

4. HOW TO CLAIM

If **You** become aware of an event that may lead to a claim, **You** must:

- 1) Tell **Us** about it as soon as **You** can.
- 2) Within the next 30 days give **Us** in writing full details of the event. This must include all proofs for which **We** may ask.
- 3) Tell the police as soon as **You** can if **You** think the claim was due to a crime.
- 4) Take all reasonable steps to stop further:
 - (a) Loss or damage
 - (b) Loss of use of property
 - (c) Injury
- 5) Send **Us** as soon as **You** can any demand or legal notice that **You** may get.
- 6) Tell **Us** as soon as **You** can after **You** know that a claim or legal action may be made or taken against **You**.
- 7) Tell **Us** as soon as **You** can after **You** know that an inquest or enquiry will or may be held about an event that may result in a claim under this policy.
- 8) Give **Us** all the help that **We** need to:
 - a) Assess, investigate or settle a claim
 - b) Defend a claim made against **You**
 - c) Make a recovery.

Bed & Breakfast Policy

5. WHO CONTROLS CLAIMS

We control all claims.

1. Unless **We** agree in writing **You** must not:

- a) Admit, deny, negotiate, settle or in any way compromise a claim.
- b) Incur any costs in making good any damage.
- c) Incur legal costs for a claim.

2. **We** will be entitled to:

- a) Enter the premises where the loss or damage has taken place.
- b) Take and keep the property for which **You** have made a claim.
- c) Deal with the salvage.
- d) Take legal action at **Our** expense in **Your** name. Conduct, control or compromise any such action. If **We** make a recovery **You** are only entitled to the amount that exceeds the amount **We** have paid or admitted and **Our** costs.
- e) Represent **You** or any other person who may be entitled to claim under this policy at any inquest or official enquiry.

6. OUR RIGHTS

Unless **We** give **Our** consent to a change in writing;

- a) The terms of this policy will bind all parties
- b) **We** will not give up any of **Our** rights.

7. CANCELLATIONS

You may cancel this policy at any time. **Your** request must be in writing. If **You** do not specify the date of cancellation, **We** will cancel **Your** policy from the day **We** receive **Your** request. **We** will refund to **You** the premium in proportion to the unexpired **Period of Insurance** less **Our** cancellation charge.

We may only cancel this policy according to the Insurance Contracts Act 1984. If **We** do cancel **Your** policy **We** will refund the premium for the unexpired **Period of Insurance**.

8. OTHER INSURANCE

When there is a claim **You** must tell **Us** if there is any other insurance policy that may give full or partial cover for the event claimed.

WHAT'S NOT COVERED

These apply to all Sections of this policy.

Consequential Loss

Consequential loss other than loss of Bed and Breakfast income as provided in Section 1 Extension 2b and Section 2 Extension 2b.

Crimes and Wilful Acts By You

A claim that arises out of criminal or wilful acts by **You** or with **Your** connivance.

Fines

Fines or penalties.

Government Actions

A claim that arises out of the deliberate act of any government, public or local authority.

Restriction on Recovery

That part of a claim where **You** have agreed to limit or exclude **Your** rights to recover **Your** loss from another party.

SECTION 1 - BUILDINGS

WHAT IS COVERED

Your Buildings are covered against accidental **Loss** or **Damage** caused by external and visible means.

WHAT'S NOT COVERED

1. **Loss** or **Damage** occurring when **Your Home** is **Unoccupied**:

a) caused by theft or attempted theft or any person taking part in riot, violent disorder, civil commotion, labour or political dispute, malicious acts or vandalism unless

- i) all devices for the security of the **Home** are in full and effective operation and
- ii) the **Home** is inspected at least every two weeks by a responsible person

b) to fixed glass or sanitary fixtures

2. **Loss** or **Damage** caused by subsidence and/or heave, earth movement, landslip, landslide or subsidence unless such **Loss** or **Damage** occurs within 24 hours of and is a direct result of storm, rainwater, earthquake, explosion or water escaping from fixed pipes or apparatus

3. **Loss** or **Damage** occurring when any part of the **Home** is lent, let or sublet to anyone including Bed and Breakfast Guests caused by:

- a) theft or attempted theft unless forcible and violent means are used to gain entry
- b) any tenant, tenant's visitor, or Bed & Breakfast Guest taking part in riot, violent disorder, civil commotion, labour or political dispute, malicious acts or vandalism
- c) rough usage.

4. **Loss** of or **Damage** to **Your** property which is caused by:

- a) wear and tear or gradual deterioration
- b) electrical or mechanical breakdown or derangement
- c) defective design, workmanship or defective materials
- d) rot, mildew, rust, corrosion, insects, woodworm, termites, vermin
- e) chewing, tearing, scratching or fouling by domestic pets
- f) settlement, shrinkage, expansion, warping or condensation
- g) **Flood**
- h) storm surge, tidal wave, tsunami, high water or action of the sea

This exclusion shall not apply to any subsequent **Loss** or **Damage** resulting from an ensuing cause which is not otherwise excluded.

EXTENSIONS TO COVER

1. **Fees**

We will pay **Fees** and associated costs necessarily incurred in the repair or replacement of **Loss** or **Damage** to the **Building** but only to the extent by which **Your Building Sum Insured** has not been exhausted.

We will not pay for **Fees**

- a) for preparing **Your Claim**
- b) relating to parts of the **Buildings** not damaged
- c) to comply with requirements or regulations notified to **You** before the **Loss** or **Damage** occurred.

2. Alternative Accommodation and Loss of Income

Bed & Breakfast Policy

Following **Loss** or **Damage** by a cause covered by this Section;

a) If the **Building** is owned and occupied by **You** as your principal place of residence **We** will pay up to a maximum of 10% of the **Sum Insured** for **Buildings**, for the reasonable additional costs of providing alternative accommodation for **You** and your household pets whilst the **Home** remains unfit to live in for up to 24 months.

b) If the **Building** is owned and operated by **You** as a Bed and Breakfast business **We** will pay up to a maximum of 10% of the **Sum Insured** for **Buildings**, for the Bed and Breakfast income lost whilst the **Home** remains unfit to live in for up to 24 months. The amount payable under 2.b) is additional to the amount payable in 2.a).

Electric motors.

We will pay for loss or damage to electrical motors forming part of the **Buildings** caused by the actual burning out by the electrical current. **We** will at our option, pay the reasonable cost to repair or replace the electric motor or any sealed compressor following loss or damage to the motor provided the motor is up to 10 years old from the date of manufacture. For motors over 10 years old, **We** will reduce the amount **We** pay by 20% for each year in excess of 10 years. The maximum **We** will pay for any one claim is \$5,000.

***We** will not pay for;*

- i) **Loss** or **Damage** caused by wear and tear.*
- ii) the repair or replacement of any part which does not form part of the electric motor or actual sealed compressor.*
- iii) motors under any warranty or manufacturers guarantee*

4. Trees and Plants.

a) **We** will pay up to a maximum of \$500 any one item and \$2,500 any one claim and in total for trees, plants and shrubs which have been destroyed as a result of accidental **Loss** or **Damage**.

b) **We** will pay the reasonable costs for the professional removal of fallen trees and branches which have caused accidental **Loss** or **Damage** to the **Buildings**.

***We** will not pay for*

- a) **Loss** or **Damage** specifically excluded elsewhere in this insurance*
- b) **Loss** or **Damage** caused by a professional contractor*
- c) more than the costs necessary to remove the debris from **Buildings** and to provide access to effect repairs*

5. Reinstatement of **Sum Insured**.

We will not reduce the **Sum Insured** if a **Claim** occurs providing **You** agree to implement any reasonable requirements **We** put forward to prevent further **Loss** or **Damage** to the **Buildings**.

SECTION 2 - CONTENTS

WHAT IS COVERED

Your Contents are covered whilst within the **Home** against **Loss** or **Damage** caused by external and visible means.

WHAT'S NOT COVERED

1. **Loss** or **Damage** occurring when **Your Home** is **Unoccupied** caused by theft or attempted theft or any person taking part in riot, violent disorder, civil commotion, labour or political dispute, malicious acts or vandalism unless
 - i) all devices for the security of the **Home** are in full and effective operation
and
 - ii) the **Home** is inspected at least every two weeks by a responsible person
2. **Loss** or **Damage** occurring when any part of the **Home** is lent, let or sublet to anyone including Bed and Breakfast Guests caused by:
 - a) theft or attempted theft unless forcible and violent means are used to gain entry
 - b) any tenant, tenant's visitor or Bed and Breakfast Guest taking part in riot, violent disorder, civil commotion, labour or political dispute, malicious acts or vandalism
 - c) rough usage
3. **Loss** of or **Damage** to **Your** property which is caused by:
 - a) wear and tear or gradual deterioration
 - b) electrical or mechanical breakdown or derangement
 - c) defective design, workmanship or defective materials
 - d) rot, mildew, rust corrosion, insects, woodworm/ termites, vermin
 - e) chewing, tearing, scratching or fouling by domestic pets
 - f) shrinkage, expansion, warping or condensation
 - g) any process of dyeing, cleaning, repair or renovation
 - h) **Flood** other than as provided by Extension 12 of this Section.

*This exclusion shall not apply to any subsequent **Loss** or **Damage** resulting from an ensuing cause which is not otherwise excluded.*
4. Fees for preparing **Your** claim

EXTENSIONS TO COVER

1. New Purchases up to \$25,000
We will cover new purchases under this Section for up to \$25,000 in total provided **You** notify **Us** within 21 days of purchase and **You** pay any additional premium due.
2. Electric motors
We will pay for loss or damage to electrical motors forming part of the **Contents** caused by the actual burning out by the electrical current. **We** will at our option, pay the reasonable cost to repair or replace the electric motor or any sealed compressor following loss or damage to the motor provided the motor is up to 10 years old from the date of manufacture. For motors over 10 years old, **We** will reduce the amount **We** pay by 20% for each year in excess of 10 years. The maximum **We** will pay for any one claim is \$5,000.

***We** will not pay for;*
 - i) **Loss** or **Damage** caused by wear and tear.
 - ii) the repair or replacement of any part which does not form part of the electric motor or actual sealed compressor.
 - iii) motors under any warranty or manufacturers guarantee
3. Permanent and Temporary Removal
We will pay for the **Loss** or **Damage** to **Contents** whilst temporarily removed from the **Home** to anywhere in the World for a period not exceeding 60 days.

Bed & Breakfast Policy

We will not pay for

- a) **Loss or Damage** from any cause specifically excluded elsewhere in this policy*
- b) **Loss or Damage** to brittle articles, glass and porcelain unless professionally packed for removal.*
- c) **Loss or Damage** whilst in a furniture store, on exhibition at auctioneers, museums or art galleries or on consignment unless otherwise stated in the **Schedule***
- d) **Loss or Damage** to **Contents** from an unattended **Watercraft***
- e) **Loss or Damage** to **Contents** whilst in the course of transit by post*
- f) **Loss or Damage** to **Money** caused by theft or disappearance from an unattended motor vehicle*

4. Alternative Accommodation and Loss of Income.

Following **Loss or Damage** by a cause covered by this Section;

- a) If the **Building** is not owned by **You** but is occupied by **You** as your principal place of residence **We** will pay up to a maximum of 10% of the **Sum Insured** for **General Contents**, for the reasonable additional costs of providing alternative accommodation for **You** and your household pets whilst the **Home** remains unfit to live in for up to 24 months.
- b) If the **Building** is not owned but is operated by **You** as a Bed and Breakfast business **We** will pay for the Bed and Breakfast income lost whilst the **Home** remains unfit to live in up to a maximum of 10% of the **Sum Insured** for **General Contents** and a period up to 24 months. The amount payable under 2.b) is additional to the amount payable in 2.a).

5. Frozen Foods

We will pay up to \$1,000 for spoilage of food in **Your** freezer or refrigerator caused by:

- a) accidental breakdown or failure of the freezer or refrigerator
- b) the escape of refrigerant fumes

6. Locks and keys

We will pay up to \$500 for replacing locks and/or keys to external doors, windows, safes or alarms of the **Home** if the keys are lost or stolen.

7. Reinstatement of Personal Deeds, Documents and Computer Data

We will pay up to \$500 for the cost of replacing, restoring or reconstructing **Your** personal deeds, documents and computer data following **Loss or Damage** covered under this Section.

8. Credit Cards

We will pay up to \$2,500 any one claim for any loss suffered as a result of unauthorised or fraudulent use of **Your Credit Cards**.

We will not pay for:

- a) any loss unless **You** report the loss of the **Credit Card(s)** to the appropriate company and the police within 24 hours of discovering that the **Credit Card(s)** has/have been lost*
- b) loss caused by theft of **Credit Card(s)** from an unattended motor vehicle, hotel room, caravan, trailer or boat.*
- c) loss as a result of **You** failing to comply with all the terms and conditions under which the **Credit Card(s)** were issued.*

9. Property of Bed and Breakfast Guests and Visitors

We will pay up to \$5,000 any one **Claim** for accidental loss or damage to property of Bed and Breakfast Guests or visitors whilst in the **Home**.

We will not pay for

- a) property otherwise insured*
- b) **Claims** that would not have been paid if the property had been **Yours**.*

10. Tools and Business equipment

We will pay up to \$2,500 for loss or damage to tools, instruments, equipment and appliances used by **You** in connection with **Your** business whilst in the **Home**.

11. Accessories or spare parts for **Watercraft**, motor vehicles and aircraft

We will pay up to \$2,500 for loss or damage to your accessories or spare parts for **watercraft**, motor vehicles and aircraft.

*We will not pay for accessories or spare parts whilst attached to **watercraft** or, motor vehicles and aircraft.*

12 **Flood Damage to General Contents**

Notwithstanding Exclusion 3h of this Section **We** will pay for **Loss** or **Damage** to **General Contents** excluding swimming pools and spas caused by **Flood** up to a maximum of \$10,000 or 5% of the **General Contents Sum Insured** whichever is the less.

13. Reinstatement of **Sum Insured**.

We will not reduce the **Sum Insured** if a claim occurs providing **You** agree to implement any reasonable requirements **We** put forward to prevent further **Loss** or **Damage**.

SECTION 3 - PERSONAL PROPERTY

WHAT IS COVERED

Your **Personal Property** listed in the **Specification** is covered up to the amounts specified anywhere in the World against **Loss** or **Damage** caused by external and visible means.

WHAT'S NOT COVERED

1. *Sports equipment whilst in use*
2. *Contact or corneal lenses*
3. *Breakage of brittle articles (other than **Jewellery** or spectacles).*
4. **Loss of Money or Credit Cards**
5. **Loss or Damage** caused to guns by rusting or bursting of barrels
6. **Loss or Damage** caused by:
 - a) *wear and tear or gradual deterioration*
 - b) *electrical or mechanical breakdown or derangement*
 - c) *defective design, workmanship or defective materials*
 - d) *rot, mildew, rust, corrosion, insects, woodwork/ termite, vermin*
 - e) *chewing, tearing, scratching or fouling by domestic pets*
 - f) *shrinkage, expansion, warping or condensation*
 - g) *any process of dyeing, cleaning, repair or renovation.*

Bed & Breakfast Policy

CLAIM SETTLEMENTS

How **We** pay Claims

Buildings

Following **Loss** or **Damage** **We** will pay for the cost of repairing, rebuilding or reinstating the damaged parts of the **Buildings** including the cost of **Fees**, debris removal and cost necessary to comply with Government or local Authority by-laws, up to the **Sum Insured**.

If the **Buildings** are not in a good state of repair or **You** decide not to complete the repairs **We** will only pay the cost of repairing, rebuilding or reinstating less an allowance for wear and tear.

We will not pay

- 1. the cost of repairing or replacing any undamaged part of the **Buildings** forming part of a pair, set, suite or part of a common design or function when the **Loss** or **Damage** is restricted to a clearly defined area or to a specific part.*
- 2. cost of complying with Government or Local Authority by-laws with which **You** had been liable to comply with prior to the **Loss** or **Damage**.*

Contents other than **Specified Fine Arts, Antiques, Gold and Silver** and **Personal Property**.

Following **Loss** or **Damage** **We** will, at **Our** option, pay the cost of reinstating or repairing the damaged article(s) including the cost of debris removal, up to the **Sum Insured**.

In settling claims **We** will not make a deduction for wear and tear.

We will not pay

- 1. the cost of repairing or replacing any undamaged part(s) of the **Contents** forming part of a pair, set, suite or part of a common design or function when the **Loss** or **Damage** is restricted to a clearly defined areas or to a specific part.*
- 2. more than the amounts stated in **Your Home** Insurance **Schedule** in respect of any one item of **Gold, Silver** (including plated articles), jewellery or furs nor will **We** pay more than the amount stated in the **Schedule** in respect of all such items.*

Specified Fine Art, Antiques, Gold or Silver

In the event of:

- a) The total **Loss** of an articles **We** will pay the market value of the article immediately prior to the **Loss** or **Damage** but not more than the **Sum Insured** on the article.
- b) Partial **Damage** **We** will pay, up to the **Sum Insured**, for the cost of repair or restoration of the article.

Personal Property

At **Our** option **We** will pay the cost of reinstating, replacing or repairing the damaged article(s).

The most **We** will pay for any one item not individually listed is stated in the **Specification**.

The most **We** will pay for the item individually listed in the **Specification** shall be the market value but not exceeding the **Sum Insured** for the item. In the event of total loss of any item listed in the **Specification**, all cover for that item shall be terminated.

Where a **Claim** includes an item which forms part of a pair or set **We** will pay the lesser of:-

- i) the cost to repair the damaged property to its condition before the **Loss** or **Damage**
- ii) the cost to replace it
- iii) the residual depreciation in value.

Following the payment of a **Claim** for the total loss of an item, pair or set individually listed, **We** shall become the full owners and reserve the right to take possession of such item, pair or set.

ENDORSEMENTS

The following **Endorsements** attach to and form part of the policy:-

WAR AND TERRORISM EXCLUSION ENDORSEMENT

This policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **Insured**.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2918

WAR AND CIVIL WAR EXCLUSION CLAUSE

This policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

NMA 464

RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE

This policy does not cover

- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Bed & Breakfast Policy

ELECTRONIC DATA ENDORSEMENT B (CYBER)

Electronic Data Exclusion

(a) This policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

(b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the policy period to property insured by this policy directly caused by such listed peril.

Listed Perils

Fire
Explosion

Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the policy or any endorsement thereto, it is understood and agreed as follows :

Should electronic data processing media insured by this policy suffer physical loss or damage insured by this policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from the back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

NMA2915

Electronic Data Recognition Exclusion (EDRE)

This policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change in the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or
- b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

NMA 2802

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LSW 1001

MICRO-ORGANISM EXCLUSION (MAP) (Absolute)

This policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

mould, mildew, fungus, spores or other micro-organism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns. This exclusion replaces and supersedes any provision in the policy that provides insurance, in whole or in part, for these matters.

MAP Mould

BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or directly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto

NMA 2962



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